

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Animal Services

Council Meeting Date: July 9, 2015

Department Contact: Emily Rosenkrans

Phone # 256-883-3630

Contract or Agreement: Agreement

Document Name: Agreement between the City of Huntsville and Ruff Tales K-9 ResQ, Inc.

City Obligation Amount: n/a

Total Project Budget: n/a

Uncommitted Account Balance: n/a

Account Number: n/a

Procurement Agreements

Not Applicable

Not Applicable

Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating	<i>Kern Hu</i>	<i>6.15.15</i>
2) Legal	<i>Mary Clato</i>	<i>6-18-15</i>
3) Finance	<i>BJ</i>	<i>6/19</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville and Ruff Tales K-9 ResQ, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures Similar to that certain documents attached hereto and identified as "Agreement between the City of Huntsville and Ruff Tales K-9 ResQ, Inc.," consisting of eleven (11) pages including attachments, and the date of July 9, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the ____ day of July, 2015.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the ____ day of July, 2015.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)	Agreement between the City of
)	Huntsville and Ruff Tales K-9 ResQ, Inc.
COUNTY OF MADISON)	

This agreement is made by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter, "the City") and Ruff Tales K-9 Rescue. (hereinafter, RTKR), a 501(3)(c), non-profit corporation having its principal place of business 12360 Bell Road SW, Huntsville AL 35803 for services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date"). The City and RTKR hereby agree as follows:

RECITALS

WHEREAS, the City of Huntsville desires to preserve the life of as many domestic animals as possible; and

WHEREAS, RTKR is a no-kill animal shelter which specializes in domestic pet rescue and adoption, which has requested that the City provide it with animals, which would otherwise be euthanized, from the City's shelter so that those animals are made available by RTKR for adoption to the public;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants, herein contained, the parties agree as follows:

- 1.) This agreement shall remain in effect until terminated by either party in writing.
- 2.) This agreement may be cancelled at any time without cause by either party immediately upon written notice to the other party.
- 3.) This agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama.
- 4.) The City shall transfer ownership of certain animals, as described below, to RTKR for the purpose of making such animals available for adoption.
- 5.) The animals to be transferred shall be those animals which would otherwise be euthanized by the City, and which are selected by the Director of the City Animal Shelter and agreed to by RTKR.

 President of the City Council of the
 City of Huntsville, Alabama
 Date: July 9, 2015

- 6.) The City shall be allowed to conduct inspections at any time during regular business hours of RTKR, or their foster homes at a mutually agreeable time.
- 7.) RTKR agrees to keep documents regarding each City animal relinquished to RTKR which indicates the type of care the animal received while in RTKR custody, the location of the foster facility where the animal was housed and the final disposition of the animal. Those documents shall be available for City inspection at any time during regular business hours of RTKR.
- 8.) The cost of arranging and physically transporting the animals selected for transfer from the City of Huntsville Animal Services shelter to a RTKR shelter shall be borne in total by RTKR without reliance on any financial aid or assistance from the City.
- 9.) All animal transportation arrangements shall be organized by RTKR.
- 10.) Once a RTKR representative or official volunteer takes physical possession of an animal, all responsibility for that animal lies with RTKR.
- 11.) RTKR further agrees as follows:
 - a. That the City makes no representation as to the health, breed, temperament, or other characteristics with respect to the animals, and makes no guarantee with respect thereto.
 - b. That RTKR shall make all reasonable efforts to ensure that the animals are adopted to a home that will adequately care for such animals.
 - c. That RTKR shall adequately care for the animals while in its custody and control.
 - d. That RTKR shall have the animal sterilized prior to placement into a new home.
 - e. That RTKR will not permit the animals, directly or indirectly, to be sold, transferred or used for research or testing.
 - f. That RTKR does hereby release, indemnify, and hold harmless the City, its elected officials, officers, agents, employees, successors and assigns, of and from any and all fines, claims, actions, causes of action, demands, rights, damages, costs, expenses and liability (including, but not limited to, third party claims) whatsoever, including, but not limited to, liability arising from any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequence thereof which RTKR may hereafter accrue due to performance under this Agreement. This indemnification and hold harmless shall include the cost of attorney's fees and all costs of defense of any suit or claim including all court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

Ruff Tales K-9 ResQ, Inc.

Attest:

G. Doolittle

By: Conchitia Williams
Its: Conchitia Williams

STATE OF Alabama)

COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Gabi Doolittle and Conchitia Williams, as President and Witness, respectively of Ruff Tales K-9 ResQ, signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the date the same bears date.

GIVEN under my hand and official seal this the 28th day of May, 2015.

Marlene Davis
Notary Public
My Commission Expires: 4-7-18

(SEAL)

CITY OF HUNTSVILLE

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: Tommy Battle
Its: Mayor

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUL 23 2014**

RUFF TALES K-9 RESQ
12360 BELL RD SW
HUNTSVILLE, AL 35803

Employer Identification Number:
46-5420187
DLN:
404203133
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 19, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

RUFF TALES K-9 RESQ

Sincerely,

Tamera Rippenda

Director, Exempt Organizations

Edwards Veterinary Services, LLC

2852 Rescue Road

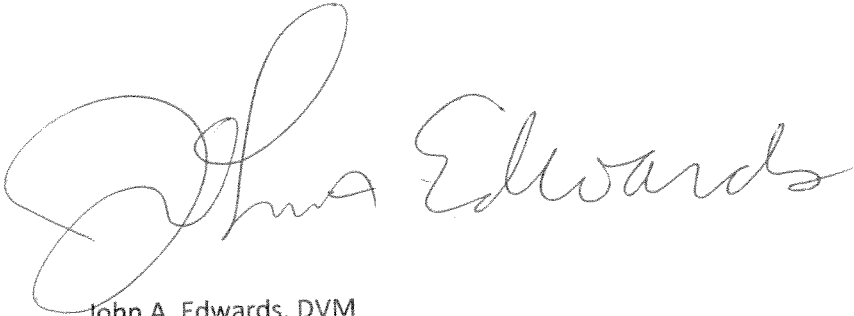
Union Grove Road, AL 35175

5-30-15

To whom it may concern:

I Dr. John Edwards, DVM would like to recommend Ruff Tails K-9 ResQ to work in coordination with Huntsville Animal Services. They specialize in canine pet rescue which might otherwise be euthanized. I have assisted them with veterinary services over the past year. My practice has helped to ensure all animals are healthy and adoptable. I feel like the well being of the animals is their top priority and would like to see them work in conjunction with HAS.

Sincerely,

A handwritten signature in cursive script that reads "John A. Edwards". The signature is fluid and elegant, with the first name "John" being more prominent and stylized than the last name "Edwards".

John A. Edwards, DVM

(256)640-5993

June 8, 2015

To Whom it may concern:

Earlier this year our family had the privilege and pleasure of working with Ruff Tales K-9 ResQ in adding Bella to our family. We had been searching on our own for a rescue dog for over a year. Every time we got close to finding one there was always some hindrance like the dog was too far away or had already been adopted or the agency just did not want to take the time to consider us. When I sat down with Gabi Doolittle and explained our situation and how we were looking for a large breed rescue dog to take into our home and family, she and her team went to work immediately. Within a matter of weeks, they had found the dog we were looking for and had made sure she was spade and in good health. When they brought her to our home, it was as though Bella knew she had found a family that would love on her and keep her happy.

We have been very pleased with the follow up, care and concern that Ruff Tales has shown both for our family as well as Bella. I would highly recommend them when considering expanding your family with a four legged friend.

Thanks so much for your hard work and efforts over the last year.

Marion L. Ibsen

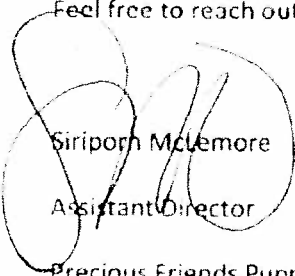


6/10/2015

To Whom This May Concern;

This letter is to advise that Ruff Tales K9 ResQ is one of our invaluable non coalition partners in rescue. They are a volunteer/foster 501(c)3 based rescue that takes excellent care of the animals entrusted to them and Precious Friends Puppy Rescue & Adoption are always pleased with the temperament and appearance of the canines they surrender to us for adoption.

Feel free to reach out if you have any additional questions and/or concerns.



Siriporn McElmore

Assistant Director

Precious Friends Puppy Rescue & Adoption

114 Kraft Str. Bldg D

Clarksville, TN 37040



Ruff Tales K9 ResQ

Adoption Contract



This contract is a written agreement to transfer ownership of adoptive dog _____
from Ruff Tales K9 ResQ to the Adopter(s) (listed below). (Name of dog / ID #)

Adopter's Information:

Name: _____	Spouse/Partner/Other: _____
Address: _____	City: _____ State: _____ Zip: _____
Home Phone: _____	Cell Phone: _____ Email Address: _____
Driver's License: _____	License Plate: _____

The undersigned Adopter agrees to be bound by the following terms and conditions:

- 1 _____ Adopter is fully aware that Ruff Tales K9 ResQ makes no guarantees or representations whatsoever as to the health, condition, temperament, mental disposition and/or training of the dog. This dog's known background and medical history have been discussed with me. Adopter agrees to accept responsibility and ownership of the dog at his/her own risk and hereby releases Ruff Tales K9 ResQ and its agents, officers, directors, and volunteers from any and all liability arising out of possession and ownership of this dog. Adopter agrees to accept this dog "As Is".
- 2 _____ Adopter agrees to have the dog spayed/neutered (if this has not already been done prior to adoption) within 60 days of adoption. Adopter agrees to provide proof of spay/neuter to Ruff Tales K9 ResQ.
- 3 _____ Adopter agrees to provide proper and sufficient love, attention, exercise and proper medical care for the dog at all times, and for the duration of the dog's life. Proper medical care shall include: receiving immediate medical treatment if the dog becomes ill or is injured; appropriate vaccinations and health exams; heartworm and flea prevention; and other necessary veterinary care as deemed appropriate according to the dog's health and condition. Adopter also agrees to obtain appropriate obedience training for the dog, if needed.
- 4 _____ Adopter agrees to keep the dog as an in-home companion and not as an outdoor yard dog, and not to chain the dog, or keep the dog in a pen, yard or a crate longer than is appropriate for the individual dog's age, breed, and need for activity.
- 5 _____ Adopter agrees to comply with all local, city, state, and federal laws, including leash laws and city licensing, etc.
- 6 _____ Adopter acknowledges a 7-day "trial period". If, for any reason, the Adopter decides that this adoption is not satisfactory within 7 days following the adoption, the Adopter will be eligible for a full refund of the adoption fee. The adoption fee will not be refunded after 7 days.

7 _____ Adopter understands that if s/he is unable to keep this dog and it becomes necessary to relinquish or otherwise place this dog, Ruff Tales K9 ResQ retains FULL AND NON-NEGOTIABLE RIGHTS OF FIRST REFUSAL. Adopter agrees that adequate and necessary attempts to make provisions for the dog to remain in the Adopter's family/home MUST have been attempted PRIOR TO the decision being made to relinquish the dog. Adequate attempts must include consultations with a representative of Ruff Tales K9 ResQ, a licensed/certified health care professional/veterinarian, obedience training, or other measures appropriate for the situation.

8 _____ Adopter agrees that, if s/he makes the decision to relinquish the dog, s/he MUST foster the dog until Ruff Tales K9 ResQ can place the dog in a new home or until an appropriate foster home is found. In addition, the dog shall NOT be given away or sold, nor may it be surrendered to a shelter or animal control facility. Furthermore, Adopter agrees that s/he is personally financially responsible for returning the dog to Ruff Tales K9 ResQ in good condition, and the adoption fee will NOT be refundable.

Adopter's acknowledgement of adoption terms and conditions:

I have read and fully understand this adoption contract and agree to be bound by its terms and conditions. I agree to allow Ruff Tales K9 ResQ to make inquiry about and enforce any of the above conditions and requirements at any time after adoption. This can include visits to my home and contact with my veterinarian. I understand that failure to comply with any of the above provisions may result in the forfeiture of the dog to Ruff Tales K9 ResQ.

Signature of Adopter

Date of Adoption

Thank you for supporting the life-saving rescue work of Ruff Tales K9 ResQ!

~~~~~ for Ruff Tales K9 ResQ use only ~~~~~

Adopter has paid an adoption fee of \$ \_\_\_\_\_. This dog has had the following services/procedures:

\_\_\_\_ Distemper/Parvo vacc

\_\_\_\_ Spay/Neuter

\_\_\_\_ microchip

\_\_\_\_ HW test

\_\_\_\_ Bordetella vacc

\_\_\_\_ deworming

\_\_\_\_ flea treatment

\_\_\_\_ other

Ruff Tales representative \_\_\_\_\_